

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**JENNIFER BIDDLE and  
PAUL FRENNER**

**Plaintiffs**

**v.**

**REC BOAT HOLDINGS d/b/a FOUR  
WINNS and  
ANCHOR BOATS**

**Defendants**

**CIVIL ACTION  
NO. 22-2074**

**FIRST AMENDED COMPLAINT**

1. Plaintiffs, Jennifer Biddle and Paul Frenier (hereinafter referred to as “plaintiffs”), are individual residents of Pennsylvania residing at 17 Granite Road, Levittown, PA 19057.

2. Defendant, REC Boat Holdings d/b/a/ Four Winns (hereinafter referred to as “REC”) is a business corporation which is qualified to, and does, conduct business in the Commonwealth of Pennsylvania and is located at 925 Frisbie Street, Cadillac, Michigan 49601.

3. Defendant, Anchor Boats (hereinafter referred to as “Anchor”) is a business entity which is conducts extensive business in the State of Pennsylvania and is located at 448 N. Mauldin Street, North East, Maryland 21901. Anchor is an authorized sales and service dealership for Rec Boats Holdings.

4. At times herein both defendants will be referred to jointly as “defendants”.

5. Venue is proper in the United States District Court of the Eastern District of Pennsylvania in that a substantial part of the events giving rise to the claim occurred in this judicial district and defendants are subject to personal jurisdiction in this judicial district.

6. REC is a manufacturer and nationwide distributor of boats under various brand or trade names including Four Winns.

7. REC maintains a series of authorized dealerships in various states including Pennsylvania and Maryland.

8. REC's website has a "Dealer Locator" tab which allows consumers or others to find REC authorized dealerships. See copy of REC website home page attached as Exhibit "A".

9. REC's website's "Dealer Locator" tab reveals that REC has a Pennsylvania authorized dealership, The Boat Shop, located in Tafton, Pennsylvania. See copy of REC "Dealer Locator" page identifying The Boat Shop as an authorized dealership is attached hereto as Exhibit "B".

10. Anchor is the sole REC authorized dealership in the Southeastern Pennsylvania, Delaware and Maryland areas. As such, its natural Four Winns customer base, including sales and warranty repairs, includes consumers from those areas including plaintiffs' residence in Levittown, Pennsylvania.

11. Anchor is located approximately twelve (12) miles from the Pennsylvania state line. See copy of Google Maps printout showing distance from Anchor's Maryland location to the Pennsylvania state line marked as Exhibit "C".

### **BACKGROUND**

12. On or about March 1, 2020, plaintiffs placed an order with Anchor for a 2021 Four Winns HD200 Surf RS boat (hull number PFWFN003F021) and trailer (trailer serial number 566FTBR22L20000021) along with a Volvo V6 280 engine (engine serial number A1105145). The purchase price of the boat, engine and trailer was \$64,450. See Exhibit “D”.

13. On or about June 24, 2020, plaintiffs took delivery of the boat, trailer and engine and paid \$14,450 down and financed the balance of \$50,000 over a period of 240 months. The retail installment sales agreement states the total purchase price is \$91,931. See Exhibit “E”.

14. The Boat and trailer were registered in the Commonwealth of Pennsylvania. See Exhibit “F”.

15. Plaintiffs have exclusively used and stored their boat, trailer and engine in Pennsylvania except for occasions where the boat was transported to Anchor for repairs.

16. As outlined in more detail below, plaintiffs’ boat, trailer and engine have experienced numerous nonconformities and breakdowns while using the boat in Pennsylvania.

17. Plaintiffs aver that as a result of the ineffective repair attempts made by defendants and its authorized dealer(s), the boat, trailer and engine cannot be utilized for the purposes intended by plaintiffs at the time of acquisition and, as such, the boat, trailer and engine are greatly devalued.

18. Plaintiffs aver that attorney fees and costs of this action, recoverable elements of the claims asserted herein and a component of the amount in controversy.

19. At the time the above referenced boat was purchased, and at all pertinent times thereafter, the boat, trailer and engine were both expressly and impliedly warranted by defendants.

20. On or about June 24, 2020, plaintiffs took possession of the above-mentioned boat,

trailer and engine and experienced non-conformities which substantially impair the use, value and/or safety of the boat, trailer and engine.

21. The non-conformities violate the express written warranties issued to plaintiffs by defendants.

22. Plaintiffs have returned their boat, trailer and engine to authorized repair facilities and their boat, trailer and engine have been subject to repair numerous times and has been out of service for extended periods of time and many of the non-conformities remain uncorrected.

23. In addition, the boat, trailer and engine have been, or will in the future be, out of service by reason of the non-conformities complained of for numerous additional days.

24. Plaintiffs have delivered the non-conforming boat, trailer and engine to defendants or their authorized service and repair dealers on numerous occasions. After a reasonable number of attempts, the defendants were unable to repair the non-conformities.

25. The boat, trailer and engine have suffered from numerous non-conformities including, but not limited to, the following:

- the boat does not drain properly necessitating that the front of the boat be placed on cinder blocks or other height elevating aids to allow for proper drainage;
- water leaks;
- high pitched noises from the engine and or fuel pump;
- defective stereo system;
- defective trailer including bottoming out of the boat and/or propellor when in transport;
- defective electrical system including wiring and/or batteries;
- center bag taking on water;
- defective covers;
- a mold and mildew condition on various boat surfaces;

26. The boat, trailer and engine continue to exhibit defects and non-conformities which substantially impair their use, value and/or safety.

27. Plaintiffs have been and will continue to be financially damaged due to defendants'

intentional, reckless, wanton and negligent failure to comply with the provisions of defendants' express and implied warranty obligations.

28. In addition, plaintiffs aver defendant's Dispute Resolution Program, if any, have not been found in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

29. Plaintiffs seek relief for losses due to the non-conformities and defects in the above-mentioned boat, trailer and engine in addition to reasonable attorney fees and all court costs.

**COUNT I**  
**PLAINTIFFS V. ALL DEFENDANTS**  
**MAGNUSON-MOSS CLAIM**

30. Plaintiffs hereby incorporate paragraphs 1 through 29 by reference as if set forth at length herein.

31. Plaintiffs are each a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendants are each a "Warrantor" as defined by 15 U.S.C. §2301(5).

33. By the terms of the express warranties and implied warranties referred to in this Complaint, defendants agreed to perform effective warranty repairs within a reasonable period of time and reasonable number of repair attempts at no charge for parts and/or labor.

34. Defendants have made attempts on numerous occasions to comply with the terms of their express warranties as well as the requirements of warranties imposed by law, however, such repair attempts have been ineffective and/or were not performed within a reasonable period of time and reasonable number of repair attempts.

35. Defendants have further refused to continue to perform repairs on certain of the boat, trailer and engine components and/or systems despite earlier ineffective warranty repair

attempts.

36. As a direct and proximate result of defendants' failure to comply with the express warranties and warranties implied by law, plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d) (1), plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

37. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all reasonable attorney fees are recoverable and are demanded against defendants.

WHEREFORE, Plaintiffs respectfully demands judgment in plaintiffs' favor and against defendants including reasonable attorneys fee and costs.

**COUNT II**  
**PLAINTIFF V. ALL DEFENDANTS**  
**BREACH OF WARRANTY**

38. Plaintiffs hereby incorporate paragraphs 1 through 37 by reference as if set forth at length herein.

39. The defects and non-conformities existing within the vehicle constitute a breach of contractual and statutory obligations of defendants including, but not limited to, the following:

- a. Express Warranty;
- b. Implied Warranty of Merchantability pursuant to the Uniform Commercial Code;
- c. Implied Warranty of Fitness for a Particular Purpose pursuant to the Uniform Commercial Code; and,
- d. Warranty of description.

40. The purpose for which plaintiffs purchased the boat, trailer and engine was their personal, family and household use.

41. At the time of the vehicle purchase and at all times subsequent thereto, plaintiffs have justifiably relied upon defendants' express warranties and implied warranties of fitness for a particular purpose, implied warranties of merchantability and warranties of description.

42. At the time of the purchase and at all times subsequent thereto, defendants were aware plaintiffs were relying upon defendants' express and implied warranties, obligations, and representations with regard to the boat, trailer and engine.

43. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of defendants to honor their express and implied warranties.

44. Such damages include, but are not limited to, the purchase price of the boat, trailer and engine plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment in plaintiffs' favor and against defendants and against defendants including reasonable attorneys fee and costs.

**COUNT III**  
**PLAINTIFFS V. ALL DEFENDANTS**  
**UNFAIR TRADE PRACTICE AND CONSUMER PROTECTION LAW**

45. Plaintiffs hereby incorporate paragraphs 1 through 44 by reference as if set forth at length herein.

46. Defendants' actions surrounding the sale and servicing of boat, trailer and engine were unconscionable. Defendants also acted with a reckless and callous disregard for plaintiffs' rights in negotiating and handling this claim. Defendants dangerously and recklessly failed to act upon plaintiffs' complaints or investigate the same exposing plaintiffs to ongoing danger and financial detriment.

47. The servicing dealers which performed warranty repairs on plaintiffs' boat, trailer

and engine are or were agents of the manufacturer who were working within the scope of their agency relationship.

48. Defendants have performed their warranty repairs on plaintiffs' boat, trailer, and engine in a reckless and negligent fashion.

49. The invoices provided to plaintiffs for the warranty repairs performed failed to adequately disclose all material information regarding the repairs including all diagnosis made and all work performed. In addition, plaintiffs were not provided with repair invoices for all work performed by defendants

50. Plaintiffs believe, and therefore aver, that the reckless, wanton and willful conduct of defendants constitutes an unfair method of competition.

51. Defendants' conduct prior to, at the time of sale and after the date of sale, constituted an unfair method of competition and an unfair or deceptive act or practice as defendants misrepresented the characteristics, benefits, uses of the boat, trailer and engine; misrepresented the particular standard, quality or grade of the boat, trailer and engine as defined; advertised the features of the boat, trailer and engine with the intent not to sell the boat, trailer and engine as advertised; failed to comply with the terms of written guarantees and/or warranties and engaged in fraudulent and deceptive conduct which creates a likelihood of confusion or of misunderstanding.

52. Plaintiffs believe, and therefore aver, that the reckless, wanton and willful failure of defendants to comply with the terms of the written warranties constitutes an unfair method of competition.



53. Plaintiffs request the Court, in its discretion, to award exemplary damages due to defendants' unfair methods of competition and an unfair or deceptive acts or practices.

WHEREFORE, Plaintiffs respectfully demand judgment in plaintiffs' favor and against defendants and against defendants including reasonable attorneys fee and costs.

#### **COUNT IV**

##### **PLAINTIFFS V. ALL DEFENDANTS REVOCATION OF ACCEPTANCE OF CONTRACT**

54. Plaintiffs hereby incorporate paragraphs 1 through 53 by reference as if set forth at length herein.

55. The defects and the conditions suffered by the boat, trailer and engine substantially impair the boat, trailer and engine's use, value and safety and render it unfit for the purposes for which plaintiffs purchased the vehicle.

56. Plaintiffs, almost immediately after delivery of the boat, trailer and engine, complained to defendants regarding the boat, trailer and engine's various nonconformities.


57. Plaintiff s have notified defendants that they have revoked their acceptance of the boat, trailer and engine as a result of the various nonconformities.

58. Plaintiffs' revocation of acceptance was made in a timely manner.

59. Accordingly, plaintiffs demand that the purchase price, including all collateral charges be returned.

WHEREFORE, Plaintiffs respectfully demand judgment in plaintiffs' favor and against defendants and against defendants including reasonable attorneys fee and costs.

**POWER & ASSOCIATES, P.C.**



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Michael Power, Esq.  
Attorneys for Plaintiffs  
1790 Wilmington Pike, Suite 200  
Glen Mills, PA 19342  
(610) 558-6220

# **EXHIBIT A**





BOAT MODELS	SHOPPING TOOLS	OWNERS	CONTACT
<a href="#">Bowriders</a>	<a href="#">Build-a-Boat</a>	<a href="#">Owners Manuals</a>	<a href="#">Contact Four Winns</a>
<a href="#">Hybrid Deck</a>	<a href="#">Key Advantages</a>	<a href="#">Catalogs and Product Information</a>	<a href="#">Career Opportunities</a>
<a href="#">Surf Series</a>	<a href="#">Request a Quote</a>	<a href="#">Parts Catalog</a>	<a href="#">Four Winns</a> 925 Frisbie St Cadillac, MI 49601
FIND US ON	<a href="#">Apparel and Accessories</a>	DEALERS	EMAIL SIGN-UP
 <a href="#">You Tube</a>	<a href="#">Brochure</a>	<a href="#">Contact My Dealer</a>	 <a href="#">Get Email Updates</a>
	<a href="#">News &amp; Events</a>	<a href="#">Become a Dealer</a>	
	<a href="#">Dealer Locator</a>		

**GROUPE****BENETEAU**  
AMERICAS

Training and Guidelines / Training Manual / Through Region / Accessibility State with 7 County Planning

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# **EXHIBIT B**



ZIP CODE COUNTRY

17851

\*Four Winns encourages customers to purchase from the authorized dealer closest to where they boat.

Show other dealers within

BOAT SHOP (THE)  
28 MILES AWAY

Box 223, Route 507  
Tatton, PA 18464  
(570) 226-4062  
www.fourwinnsboatshop.com

CONTACT SALES



BOAT MODELS	SHOPPING TOOLS	OWNERS	CONTACT
<a href="#">Bowriders</a> <a href="#">Hybrid Deck</a> <a href="#">Surf Series</a>	<a href="#">Build-a-Boat</a> <a href="#">Key Advantages</a> <a href="#">Request a Quote</a> <a href="#">Apparel and Accessories</a> <a href="#">Brochure</a> <a href="#">News &amp; Events</a> <a href="#">Dealer Locator</a>	<a href="#">Owners Manuals</a> <a href="#">Catalogs and Product Information</a> <a href="#">Parts Catalog</a> <b>DEALERS</b> <a href="#">Contact My Dealer</a> <a href="#">Become a Dealer</a>	<a href="#">Contact Four Winns</a> <a href="#">Career Opportunities</a> <b>Four Winns</b> 925 Frisbie St Cadillac, MI 49601  EMAIL SIGN-UP <input type="checkbox"/> Get Email Updates

FIND US ON



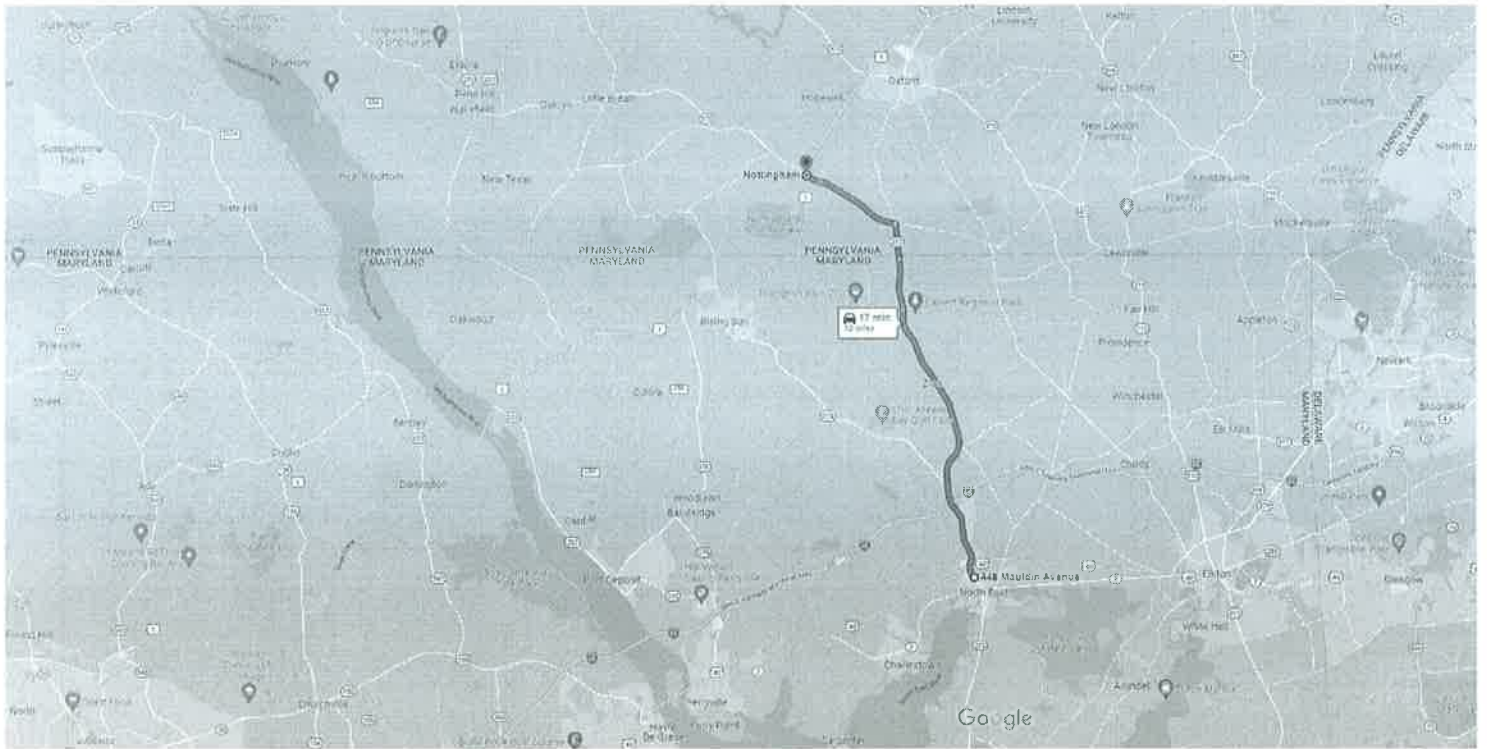


# EXHIBIT C


Google Maps

448 Mauldin Ave, North East, MD 21901 to Nottingham, West Nottingham Township, PA 19362

Drive 12.0 miles, 17 min



Map data ©2022 Google 2 mi

 via MD-272 N and PA-272 N 17 min  
Fastest route now due to traffic conditions 12.0 miles

Explore Nottingham

Restaurants Hotels Gas stations Parking lots More



# EXHIBIT D



## ANCHOR BOAT SALES

448 N. MAULDIN AVE.  
NORTH EAST, MD 21901  
PHONE: (410) 287-8280  
FAX: 410-287-2974  
www.anchorboat.com

Ordered Boat

No. 11406

0

PURCHASER'S NAME

Paul Frenier and Jennifer Biddle

DATE 3/1/2020 PLEASE ENTER MY ORDER FOR ONE -



- ☒ BOAT  
☒ TRAILER  
☒ MOTOR



YEAR 2020	MAKE Four Winns	MODEL OR SERIES HD 200 Surf RS	STOCK NO.	COLOR Copper / Phantom	TRIM
HULL NUMBER PEWFN003F021	ENGINE MODEL Volvo P6-200/140hp	ENGINE SERIAL NO. A1105145	OUTDRIVE SERIAL NO. A1102142	TO BE DELIVERED ON OR ABOUT APR	
TRAILER MODEL Four Winns 2020	TRAILER SERIAL NO. 566 FTBR 22L 20000 21	CASH PRICE OF VEHICLE 62,400			
OPTIONAL EQUIPMENT AND ACCESSORIES:					
Four Winns Painted Trailer				1,900	
Surf Package, Extended Swim Platform, Wakeboard Tower, Wakeboard Rack, Bow Filler Cushion, Marine Mat, Premium Sound Package, Bow/Cockpit Gas, Outboard Jet					
PAID JUN 24 2020					
SUB-TOTAL				1,900	
TOTAL OPTIONAL EQUIPMENT				1,900	
TOTAL SALE				64,300	
USED VEHICLE <input type="checkbox"/>	WARRANTY - GUARANTEE This Vehicle sold "AS-IS". No warranty or verbal agreement / representation will be binding!		INITIAL	ALLOWANCE FOR TRADE-IN AS APPRAISED	
LESS BALANCE OWING TO -					
NET EQUITY					
DOCUMENTARY CHARGES AND FEES			DOCUMENT PROCESSING FEE	TRADE-IN CREDIT	
OUT OF STATE BOAT/TRAILER \$ 75/75	BOAT TITLE/REG. \$	UCC \$		BALANCE 64,300	
MD TRAILER INSPECTION \$	TRAILER TITLE/REG			PA 6.0% TAX 150	
DESCRIPTION OF TRADE IN			SUB TOTAL 64,450		
YEAR 2020	MAKE None	MODEL	TRAILER	CASH DEPOSIT 2,450	
M.V.I. SERIAL OR FRAME NUMBER	ENGINE MODEL	ENGINE SERIAL NO.		UNPAID CASH BALANCE DUE ON DELIVERY 62,000	

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this vessels (s) except as appears in writing on the face of this agreement.

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 18 years of age, or older, and hereby acknowledge receipt of a copy of this order.

3/4/20  
APPROVED  
SALESMAN  
CH#182 \$2,450  
THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

SIGNED Paul Frenier PURCHASER

SIGNED Jennifer Biddle CO-PURCHASER

BY

PLAINTIFF'S EXHIBIT

Thank You

ADDRESS 17 Granite Rd  
Levittown  
STATE PA ZIP 19057  
BUS PHONE 281-255-4349  
EMAIL jlbiddle@anchorboat.com

# **EXHIBIT E**



MARYLAND SECURITY AGREEMENT  
(MARINE)

M&amp;T BANK

SIMPLE INTEREST

Dated

Account #

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 4.74 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$ 27,481.60	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$ 59,000.00	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments. \$ 77,481.60	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ 19,450.00. \$ 91,931.60
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Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
240	\$ 322.84	Monthly, beginning 6/24/20
	\$	

**Security:** You are giving a security interest in the goods or property being purchased.  
**Late Charge:** If a payment is more than 10 days late, you will be charged 5% of the full payment amount.  
**Prepayment:** If you pay off early, you will not have to pay a penalty.  
**Assumption:** If the Property is to be used as a principal dwelling, someone buying the Property may not assume the remainder of the Contract on the original terms.

Filing Fees: \$

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means estimate

In this Security Agreement ("Contract"),

we are

the SELLER.

Name

Address

Zip Code

You are

the BUYER(S).

Name(s)

Address(es)

County(ies)

Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

GOODS: Under the terms of this Contract, you have agreed to purchase the following described personal property, all of which is called the "Goods" in this Contract.

Boat Description	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	<input type="checkbox"/> Inboard <input type="checkbox"/> Outboard	Year	Make or Name of Mfr.	Hull No.	Length	Weight
Motor Description	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	<input type="checkbox"/> Inboard <input checked="" type="checkbox"/> Outboard	Year	Make or Name of Mfr.	Serial No.	Horse Power	
Motor Description	<input type="checkbox"/> New <input type="checkbox"/> Used	<input type="checkbox"/> Inboard <input type="checkbox"/> Outboard	Year	Make or Name of Mfr.	Serial No.	Horse Power	

Other Equipment and Services Included (Describe):

Name of Vessel:

Home Port:

Gross Tons:

Net Tons:

Registration or ID Number:

Winter Storage or Anchorage:

Summer Anchorage:

You must promptly advise us if you move the Goods to a new Summer Anchorage or Winter Storage Location.

## TRADE-IN:

You have traded in

the following property:

Description

(Model/Serial No.)

If a balance is still owing on the property you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from liens, claims, encumbrances or security interests, except as shown in the "Cash Price, Downpayment and Trade-In" section as the amount of the "Lien Payoff".

PROPERTY INSURANCE: You must obtain property (Hull or all Risk) Insurance. You may choose the person through whom insurance is obtained against loss or damage to the Property and against liability arising out of use or ownership of the Property. In this Contract, you are promising to insure the Property and keep it insured and to name us as "loss-payee" on the policy.

VENDOR'S SINGLE INTEREST INSURANCE: ☐ If box is checked, we require Vendor's Single Interest Insurance. You may choose the person through whom Vendor's Single Interest Insurance is to be obtained. This insurance is for the sole protection of the Assignee and your interest is not covered. If obtained through us, the cost of such insurance is shown in the "Itemization of Amount Financed" in the box labeled "To VSI Insurance Company". The insurer will have no right of subrogation under this policy.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance, Credit Disability Insurance and Credit Involuntary Unemployment Insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost(s). Your insurance

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

## Cash Price, Downpayment and Trade-In

Cash Price

(including accessories, services and taxes)

\$ 64,300.00

Cash Downpayment

\$ 19,450.00

Value of Trade-In

\$

Lien Payoff

\$

Lien Payoff to:

## Itemization of Amount Financed

Unpaid Cash Price Balance

\$ 47,850.00

## Amounts Paid to Others on Your Behalf\*

License, Tags and Registration

\$ 150.00

Lien Fees

\$

To Credit Insurance Company

\$

To VSI Insurance Company\*\*

\$

To Property Insurance Company

\$

To GAP Insurance Company

\$

To:

\$

To:

\$

Other Amounts Financed

PLAINTIFF'S  
EXHIBIT

E

# **EXHIBIT F**

REV-33G (EP) 10-18



# Application for Pennsylvania Boat Registration and/or Boat Title

PA Registration Number

Mail To:  
PA Fish & Boat Commission  
Division of Licensing & Registration  
PO BOX 68900  
Harrisburg, PA 17106-8900  
1-866-262-8734  
www.fishandboat.com

**A Please check proper block:** ☐ Registration & Title ☐ Registration Only ☐ Title Only  
☐ Documented Vessel ☐ Registration Upgrade ☐ Reconstructed Title

TYPE OR PRINT ALL INFORMATION. ATTACH PROOF OF OWNERSHIP.

<b>B</b> <b>BUYER (S)</b>	Buyer's Last Name/Company Name _____ First Name _____ M.I. _____ Mailing Address _____ City _____ State _____ ZIP Code _____ County # _____ Buyer's Email Address _____ Buyer's Driver's License Number/Company EIN _____ Co-Buyer Last Name _____ First Name _____ M.I. _____ Mailing Address _____ City _____ State _____ ZIP Code _____ Co-Buyer's Email Address _____ Co-Buyer's Driver's License Number _____				<b>H</b> <b>TAX AND FEES</b>	
	Date of Purchase _____ Line 1 \$ _____ Purchase Price Line 2 \$ _____ Trade-In Value 2a Trade-In Boat PA State Registration # _____ 2b Trade-In Boat Hull ID # (HIN) _____ Line 3 \$ _____ Taxable Total - Subtract Line 2 from Line 1 Allegheny County residents multiply Line 3 by 0.07. Philadelphia residents multiply Line 3 by 0.08. Residents of other counties multiply by 0.06 and show amount on Line 4 below. Line 4 \$ _____ Total Sales Tax Amount Line 5 \$ _____ Tax Credit (paid to another state or dealer) Line 6 \$ _____ Sales Tax Due - Subtract Line 5 from Line 4 Line 7 (# of Dup Cards) _____ x \$3 ea. _____ Line 8 \$ _____ Registration Fee (see instructions) Line 9 \$ _____ Title Fee (\$15) Line 10 \$ _____ Lien Encumbrance Fee (\$5) Line 11 \$ _____ Grand Total - Add Lines 6, 7, 8, 9 & 10					
<b>C</b> <b>BOAT</b>	Hull Identification Number (HIN) _____ Make of Boat _____ Model Name/Number _____ Year _____ Ft. _____ In. _____ Type _____ Hull Material _____ Engine Drive _____ Fuel _____ Prop _____ Use _____					
<b>D</b> <b>MOTOR</b>	Optional: Complete only if your lien holder requires outboard motor data on the title. Outboard Motor #1 _____ Outboard Motor Serial Number _____ Manufacturer _____ Horsepower _____ Outboard Motor #2 _____ Outboard Motor Serial Number _____ Manufacturer _____ Horsepower _____					
<b>E</b> <b>LIEN</b>	IS THERE A LIEN ON THIS BOAT? <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, you MUST complete this section) Name of Lien Holder _____ Mailing Address _____ City _____ State _____ ZIP Code _____ Date of Lien _____ Phone Number _____					
<b>F</b> <b>SELLER</b>	I AM THE (CHECK ONE BLOCK): <input type="checkbox"/> Registered or Titled Owner <input type="checkbox"/> Seller who is NOT the Registered or Titled Owner <input type="checkbox"/> Boat Dealer Last Name _____ First Name _____ M.I. _____ Mailing Address _____ Date of Birth _____ City _____ State _____ ZIP Code _____ Phone Number _____					
<b>G</b> <b>AGENT</b>	Temporary Expires (mm/dd/yy) _____ Issuing Agent Number _____ Name of Agency _____					
<b>J</b>	I/We certify under penalty of law (18 P.A.C.S. 4904 (relating to unsworn falsification to authorities)) the statements made herein are true and correct to the best of my/our knowledge, information and belief.					
	Signature of Buyer _____ Signature of Co-Buyer _____ Date: _____		Signature of Seller/Owner/Dealer _____ Signature of Co-Owner _____ Date: _____			

OWNER





**CERTIFICATE OF SERVICE**

I, Michael Power, Esq., do hereby certify that on this date a true and correct copy of Plaintiffs' First Amended Complaint was filed via the Court's electronic filing system and served upon the following parties upon acceptance by the Clerk:

Geoffrey F. Sasso, Esquire  
Two Liberty Place  
50 South 16<sup>th</sup> Street-Suite 3200  
Philadelphia, PA 19102  
Attorney for Defendants,  
REC Boat Holdings d/b/s/ Four Winns  
and Anchor Boats

DATE: 6/23/22

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Michael Power, Esq.

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**JENNIFER BIDDLE and  
PAUL FRENNER**

**Plaintiffs**

**v.**

**REC BOAT HOLDINGS d/b/a FOUR  
WINNS and  
ANCHOR BOATS**

**Defendants**

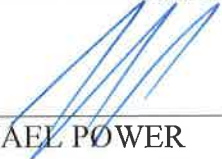
**CIVIL ACTION  
NO. 22-2074**

**JURY TRIAL DEMAND**

**TO THE CLERK OF COURT:**

Plaintiffs hereby demand a trial by jury in the above-captioned matter.

POWER & ASSOCIATES, P.C.

  
\_\_\_\_\_  
MICHAEL POWER  
Attorney for Plaintiffs  
1790 Wilmington Pike, Suite 200  
Glen Mills, PA 19342  
610-558-6220